

Hearing Date and Time: February 21, 2008 at 10:00 a.m.

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

IN RE:

DELPHI CORPORATION, ET AL.

Debtor.

Case No. 05-44481(RDD)  
Chapter 11 Proceeding  
Jointly Administered

S.D. OF N.Y.

2008 FEB 21 A 10:53

FILED  
U.S. BANKRUPTCY COURT

LIFETIME INDUSTRIES, INC.'S OBJECTION TO DEBTORS' EXPEDITED MOTION  
TO STRIKE NON-CONFORMING CURE AMOUNT NOTICES

Lifetime Industries, Inc. hereby objects to the Debtors' Motion to Strike the cure notice submitted by it in the above-captioned case. (See Debtors' Motion, Exhibit A, Schedule 2, p. 21 of 43.) The Debtors' sole objection to the cure notice is that it was submitted on a form provided by the Debtors that contains the word "COPY" watermarked on the form. Lifetime Industries states that its cure notice and election was completely consistent with the cure amount as determined by the Debtors and that it was timely submitted to the claims agent. The use of the watermarked "COPY" form by Lifetime Industries resulted in no prejudice to the Debtors. Even the Debtors note in the motion at footnote 11, page 17: "Nevertheless, the Debtors recognize that on equitable grounds, this Court may accept watermarked-Duplicate Notices that are otherwise in full compliance with the Solicitation Procedures Order."

Federal Rules of Civil Procedure Rule 61 incorporated into the Bankruptcy Code pursuant to Federal Rules Bankruptcy Procedure Rule 9005 states that "[w]hen appropriate, the court may order the correction of any error or defect or the cure of any omission which does not affect substantial rights." The use of a "COPY" version of the

original Notice of Cure Amount does not affect any rights of the Debtors, as it provided the exact same information as would have an original Notice of Cure Amount. The Debtors are not prejudiced by the use of this form. Lifetime Industries should not be prejudiced in effectuating its cash election rights.

WHEREFORE, PREMISES CONSIDERED, Lifetime Industries, Inc. prays that the Court deny the Debtors' Expedited Motion to Strike Non-Conforming Cure Amount Notices as to Lifetime Industries, Inc.

/s/ Mark R. Crosby

Mark R. Crosby (MC 8032)  
The Law Offices of Mark R. Crosby  
228 East 45<sup>th</sup> Street, 17<sup>th</sup> Floor  
New York, NY 10017  
646/373-8515  
[croslaw@juno.com](mailto:croslaw@juno.com)

/s/ David J. Harris

David J. Harris  
Burch, Porter & Johnson  
a Professional Limited Liability Company  
130 North Court Avenue  
Memphis, Tennessee 38103  
901/524-5000  
[dharris@bpilaw.com](mailto:dharris@bpilaw.com)

Attorneys for Lifetime Industries, Inc.

#### CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing document was forwarded via facsimile to Kayalyn A. Marafioti, Esq., and Thomas J. Matz, Esq., of Skadden, Arps, Slate, Meagher & Flom, LLP, Four Times Square, New York, NY 10036, this 20<sup>th</sup> day of February 2008.

/s/ David J. Harris